

**AN INTERLOCAL AGREEMENT BETWEEN THE
AIRPORT AUTHORITY OF THE CITY OF LINCOLN**

AND

THE CITY OF LINCOLN, NEBRASKA

FOR THE PERFORMANCE OF AN ASSESSMENT OF THE OAK CREEK LEVEE

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the Airport Authority of the City of Lincoln (the "Authority") and the City of Lincoln, Nebraska, a municipal corporation (the "City").

RECITALS

I.

The City and the Authority are authorized by Neb. Rev. Stat. § 13-1801, et seq. (Reissue 1997), to enter into agreements with one another for the joint or cooperative exercise of powers, privileges, or authority capable of being exercised by either agency.

II.

The Authority has the power and authority to design, construct, maintain, operate, improve, and reconstruct such projects as are necessary and convenient to the maintenance and development of its properties and facilities for the benefit of the Lincoln Airport.

III.

The City has the power and authority pursuant to Neb. Rev. Stat. § 15-224 (Reissue 1997), to establish, alter, and change the channel of watercourses, as well as to remap floodplains.

IV.

The City has received from the United States Department of Homeland Security-Federal Emergency Management Agency ("FEMA") a letter dated December 13, 2005, requiring the City to consider Procedure Memorandum Number 34-Interim Guidance for Studies Including Levees ("Memo 34"). On February 1, 2006, the City responded to FEMA with a letter stating that it would take into consideration Memo 34 in coordination with the Authority, the Lower Platte South Natural Resources District, and the Nebraska Department of Natural Resources.

V.

The City and the Authority now desire to enter into this Agreement pursuant to which they will cooperate to complete an engineering assessment of the Oak Creek Levee (the "Assessment") for the purpose of evaluating the Oak Creek Levee as to conformance with FEMA standards, assessing the effect upon property of the Authority if the levees do not meet the standards of the official FEMA floodplain model, and, if necessary, assessing the steps necessary to bring the levee up to FEMA standards.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. Effective Date. This Agreement shall be subject to approval by the City Council of the City and Airport Authority Board and shall be effective upon the date of execution by both parties ("Effective Date").
2. Purpose. The purpose of this Agreement is to provide the necessary funding and mutual understandings and coordination between the parties necessary for the performance of an Assessment to determine whether or not the Oak Creek Levee meets current FEMA standards. This shall include an Assessment of the current levee to determine whether or not it meets FEMA

standards, a determination, if necessary, as to the steps needed to bring the levee up to FEMA standards, running a hydraulic model considering the levee as not effective, evaluating the effect thereof upon property of the Authority, and evaluating the costs/risks to Authority property versus the cost of levee improvements.

3. Funding. The total estimated cost for the Assessment of the levee contemplated hereunder is Fifty Thousand Dollars (\$50,000.00). The City agrees to provide sixty four and a half percent (64.5%) of the actual cost and the Authority shall provide thirty five and a half percent (35.5%) of the actual cost. Funding is subject to appropriation of the necessary funds by the City and the Authority.

4. Project Manager; Responsibility of the Parties.

- (a) The City will serve as Project Manager for the Assessment contemplated hereunder and shall have responsibility for the following:
 - (i) Solicitation of and entry into contracts for necessary engineering and consulting services for completion of the Assessment and contract administration, and the provision of any required in-house engineering or other services related thereto.
 - (ii) Payment of all costs incurred in the performance of the Assessment, subject to reimbursement by the Authority for its share of such costs as provided above.
- (b) The Authority hereby grants to the City and to its officers, agents, employees, and contractors access to Authority property necessary for the performance of the Assessment contemplated hereunder.

5. Property. Any property used or obtained in conjunction with the performance of this Agreement shall remain the property of the respective party that owns or acquires the same; provided however, each party shall be entitled to access to and copies of all data and reports generated, created, or submitted in conjunction with the Assessment contemplated hereunder and all such data and reports shall be and remain the joint property of the parties hereto.

6. Dispute Resolution. In the event any dispute or controversy arising out of or relating to this Agreement occurs, the parties agree to exercise their best efforts to resolve the dispute as soon as possible and shall, without delay, continue to perform their respective obligations under this Agreement that are not affected by any such dispute.

7. Amendment. This Agreement may be amended at any time in writing signed by the parties hereto.

8. Term and Termination. The parties intend to commence the Assessment during the spring of 2006 with completion thereof in the fall of 2006. The term of this Agreement shall continue until the Assessment is completed, but shall not extend more than two (2) years past the Effective Date, unless further extended by mutual agreement of the parties. Either party may terminate this Agreement upon the giving of sixty (60) days written notice to the other party, but any such termination shall not relieve the terminating party of its obligation to pay costs incurred to the date of termination, including any costs arising out of the inability to terminate engineering or consulting contracts previously entered into for the performance of the Assessment.

IN WITNESS WHEREOF, the City and the Authority have caused this Agreement to be executed by the duly authorized officers of each as of the day and year shown below.

EXECUTED BY the City of Lincoln, Nebraska, a municipal corporation, on this _____ day
of _____, 2006.

ATTEST:

By: _____
City Clerk

By: _____
Mayor

EXECUTED BY the Airport Authority of the City of Lincoln on this _____ day of
_____, 2006.

ATTEST:

By: _____
Secretary

By: _____
Chairman